

EXHIBIT A



Department of Financial Services

KATHY HOCHUL
Governor

ADRIENNE A. HARRIS
Superintendent

STATE OF NEW YORK
Supreme Court, County Of New York

WESCO INSURANCE COMPANY

Plaintiff(s)

654407/2023

against

Defendant(s)

United States Liability Insurance Company

RE :United States Liability Insurance Company

Attorney for Plaintiff(s) and Defendant(s) please take notice as follows:

Attorney for Plaintiff(s) is hereby advised of acknowledgement of service upon this Department Summons and Complaint E- FILE in the above entitled action on September 15, 2023 at Albany, New York. The \$40.00 fee is also acknowledged.

Original to Attorney for Plaintiff(s):

MAX M. GERSHWEIR
1 ROCKEFELLER PLAZA
10TH FLOOR
NEW YORK, New York 10020

Pursuant to the requirement of section 1212 of the Insurance Law, Defendant(s) is hereby notified of service as effected above. A copy of the paper is enclosed.

Duplicate to Defendant:

Attn: Shelley Palma
United States Liability Insurance Company
1190 Devon Park Drive
Wayne, Pennsylvania 19087



Rawle Lewis
Director of Producer Licensing

Dated Albany, New York, September 21, 2023
722480 alic0kmw

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

WESCO INSURANCE COMPANY,

Index No.: 654407/2023

Plaintiffs,

- against -

UNITED STATES LIABILITY INSURANCE
COMPANY,

Defendant.

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb(a)(2)(v) and (vi))**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, was required to file this case using the New York State Courts E-filing system ("NYSCEF"), and
 - 2) You are a Defendant/Respondent (a party) in this case.
- **If you are represented by an attorney:**
Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).
 - **If you are not represented by an attorney:**
You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing Commencement Documents is Mandatory)**

An attorney representing a party must either consent or decline consent to electronic filing and service through NYSCEF for this case.

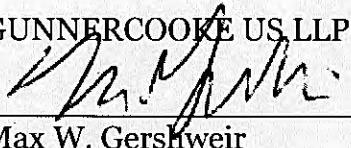
Attorneys registered with NYSCEF may record their consent electronically in the manner provided at the NYSCEF site. Attorneys not registered with NYSCEF but intending to participate in e-filing must first create a NYSCEF account and obtain a user ID and password prior to recording their consent by going to www.nycourts.gov/efile.

Attorneys declining to consent must file with the court and serve on all parties of record a declination of consent.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: New York, New York
September 11, 2023

GUNNERCOOKE US LLP



Max W. Gershweir
Attorneys for Plaintiff
1 Rockefeller Plaza – 10th Floor
New York, New York 10020
646.440.8375

TO: United States Liability Insurance Company
c/o New York Department of Financial Services

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

WESCO INSURANCE COMPANY,

Index No.:

Plaintiff,

SUMMONS

- against -

UNITED STATES LIABILITY INSURANCE
COMPANY,

Defendant.

To the Defendant(s):

YOU ARE HEREBY SUMMONED in a civil action in the Supreme Court of the State of New York, instituted by the above-named Plaintiff, and required to serve upon the attorney for plaintiff, whose name and address appears below, an answer to the attached complaint within 20 days after service of the Summons and Complaint upon you, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York). If you fail to answer, judgment by default may be rendered against you for the relief demanded in the complaint.

Place of Trial: New York County

Basis of Venue: Plaintiff Wesco's principal place of business in New York, 59 Maiden Lane, New York, New York

Dated: New York, New York
September 11, 2023

GUNNERCOOKE US LLP


Max W. Gershweir, Esq.

Attorneys for Plaintiff

1 Rockefeller Plaza – 10th Floor
New York, New York 10020
646.440.8375

TO: United States Liability Insurance Company
c/o New York Department of Financial Services

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

WESCO INSURANCE COMPANY,

Index No.:

Plaintiff,

COMPLAINT

- against -

UNITED STATES LIABILITY INSURANCE
COMPANY,

Defendant.

-x-

Plaintiff Wesco Insurance Company (“Wesco”), by its attorneys, Gunnercooke US LLP, as and for its complaint against defendant United States Liability Insurance Company (“USLIC”), respectfully alleges, upon information and belief:

1. Wesco is a foreign corporation authorized to issue certain policies of insurance in the State of New York.
2. USLIC is a foreign corporation authorized to issue certain policies of insurance in the State of New York.
3. At all times relevant herein, Father Realty Corp. (“Father”) owned the premises located at 155 Eighth Avenue, New York, New York (“the Premises”).
4. At all times relevant herein, Father leased certain space in the Premises (“the Leased Premises”) to Chelsea 7 Corporation d/b/a Sexy Boutique (“Chelsea”).
5. SJWA LLC and Susan Haar (collectively, “the Claimants”) sued Father and Chelsea in an action captioned SJWA LLC, et al. v. *Father Realty Corp., et al.*, in the Supreme Court of the State of New York, New York County, under Index No. 152033/2019 (“the Underlying Action”).

6. In the Underlying Action, the Claimants seek damages for property damage to premises they own located at 304 West 18th Street, New York, New York, allegedly caused by Father and Chelsea.

7. USLIC issued to Chelsea, as lessee of the Leased Premises, an insurance policy numbered CP 1663497A, effective November 14, 2018, to November 14, 2019, providing commercial general liability coverage subject to the policy's terms and conditions ("the USLIC Policy").

8. The USLIC Policy covers Father as an additional insured "with respect to liability arising out of the ownership, maintenance or use of [the Leased Premises]," subject to the policy's other terms and conditions.

9. Wesco issued an insurance policy to Father, as the Premises owner, bearing policy number WPP1499384 02, effective September 18, 2018, September 18, 2019, providing commercial general liability coverage subject to the policy's terms and conditions ("the Wesco Policy").

10. Wesco, through its agents, has demanded that USLIC agree to indemnify Father in the Underlying Action as an additional insured under the USLIC Policy.

11. USLIC has refused to indemnify Father in the Underlying Action.

As and for a First Cause of Action

12. Wesco repeats all previous allegations made herein.

13. Father has complied with all conditions precedent to coverage under the USLIC Policy.

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14. Any liability Father may incur in the Underlying Action will necessarily arise out of the ownership, maintenance or use of the Leased Premises, and is not subject to any exclusion in the USLIC Policy.

15. Wesco is thus entitled to a judgment declaring that USLIC has a duty to indemnify Father in the Underlying Action as an additional insured under the USLIC Policy.

As and for a Second Cause of Action

16. Wesco repeats all previous allegations made herein.

17. The coverage provided to Father under the Wesco Policy is excess to the coverage provided it under the USLIC Policy as respects the Underlying Action based on the policies' respective "other insurance" clauses.

18. Wesco is therefore entitled to a declaratory judgment to that effect and to recover from USLIC, as USLIC's implied indemnitee through their relative mutual obligations to Father, all amounts it may incur indemnifying Father in the Underlying Action.

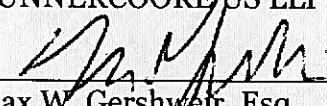
WHEREFORE, Wesco demands that the Court issue a judgment against USLIC:

1. declaring that USLIC has a duty to indemnify Father in the Underlying Action;
2. declaring that Father's coverage under the Wesco Policy is excess to its coverage under the USLIC Policy as respects the Underlying Action;
3. awarding Wesco all amounts it may incur indemnifying Father in the Underlying Action, plus statutory interest; and
4. granting such other relief as the Court deems proper.

RECEIVED NYSCEF: 09/11/2023

Dated: New York, New York
September 11, 2023

GUNNERCOOKE US LLP


Max W. Gershweir, Esq.
Attorneys for Plaintiff
1 Rockefeller Plaza – 10th Floor
New York, New York 10020
646.440.8375

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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WESCO INSURANCE COMPANY,

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Plaintiffs,

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COMPANY,

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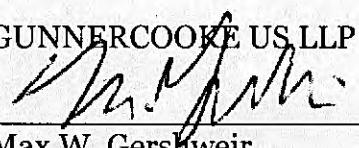
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September 11, 2023

GUNNERCOOKE US LLP


Max W. Gershweir
Attorneys for Plaintiff
1 Rockefeller Plaza – 10th Floor
New York, New York 10020
646.440.8375

TO: United States Liability Insurance Company
c/o New York Department of Financial Services

SUPREME COURT OF THE STATE OF NEW YORK
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WESCO INSURANCE COMPANY,

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Dated: New York, New York
September 11, 2023

GUNNERCOOKE US LLP


Max W. Gershweir, Esq.

Attorneys for Plaintiff
1 Rockefeller Plaza – 10th Floor
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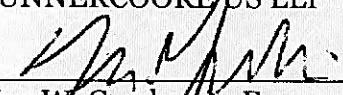
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Dated: New York, New York
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GUNNERCOOKE US LLP


Max W. Gershweir, Esq.
Attorneys for Plaintiff
1 Rockefeller Plaza – 10th Floor
New York, New York 10020
646.440.8375

NEW YORK STATE
DEPARTMENT *of*
FINANCIAL SERVICES
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ALBANY, NY 12257

Attn: Shelley Palma
United States Liability Insurance Company
1190 Devon Park Drive
Wayne, Pennsylvania 19087

